

A. G. Contract No. KR90-2281 TRD  
ECS File: JPA-89-34  
Phoenix File: 59337  
Project: IR-10-3(312) 010 MA  
Section: 40th Street T.I.

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 18 September, 1991,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY  
OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Charter, Chapter 2, Section 2 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

3. Incident to the State's contract to construct  
improvements to the 40th Street/Interstate 10 traffic  
interchange, the City requests and State agrees to relocate six  
inch and twelve inch water lines which are in conflict, encase  
a 15 inch CIP sewer line crossing the 36 inch storm drain and  
construct a special manhole where the sewer line crosses the 54  
inch storm drain, herein referred to as the Project, for the  
benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. <u>16040</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>9-18-91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>[Signature]</u>

## II. SCOPE OF WORK

### 1. State will:

a. By change order to its construction contract, prepare and include the design plans for the Project. Provide plans to the City for review.

b. Submit a detailed bill to the City for all design engineering costs of the design plans for the Project.

c. Supervise construction, make all payments to the contractor, approve and accept the new facilities.

d. Submit to the City a detailed bill of construction cost for the Project as outlined in Exhibit "A, attached hereto and made a part hereof, plus 15% of said costs for construction engineering and administration.

### 1. City will:

a. Review and approve plans for the Project as prepared by the State.

b. Be responsible for any contractor claims for extra compensation for delays or whatever reason attributable to City.

c. Upon receipt of detailed accounting and bill from the State, remit payment for the design engineering costs, estimated at \$5,785.00, the construction cost for the City-requested Project, estimated at \$31,786.00, plus 15% for construction engineering and administration cost.

e. Upon completion of construction, retain maintenance responsibilities for said waterlines and sewer crossing.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

City of Phoenix  
Mr. Fredrick May  
455 N. 5th Street  
Phoenix, AZ 85004

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal  
Corporation, Frank Fairbanks,  
City Manager

STATE OF ARIZONA  
Department of Transportation

By Stephen L. Donagan  
MICHAEL GRITZUK, Director  
Water and Wastewater Dept.

By Gary K. Robinson  
GARY K. ROBINSON  
Chief Deputy State Engineer

3012J  
27AUG

ATTEST

Heidi F. Kozall  
DEPUTY CITY CLERK

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA,  
AND  
THE CITY OF PHOENIX

Estimated Construction Costs for Utility Adjustment

Item No.	Description	Unit	Approx. Quantity	Price	Total
5050096	Manholes (Detail-1)	Each	1	\$10,000	\$ 10,000
8080577	Pipe (Cast Iron-6")	L.F.	38	140	5,320
8080580	Pipe (Cast Iron-12")	L.F.	88	140	12,320
SUBTOTAL					\$ 27,640

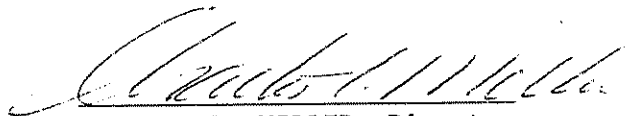
TOTAL CONSTRUCTION COSTS ASSIGNED TO CITY

ADD: 15% for Construction Engineering and Administration	\$ 4,416
TOTAL	\$ 31,786

RESOLUTION

BE IT RESOLVED on this 14th day of March 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of relocating water lines in conflict with the reconstruction of the I-10 40th Street interchange.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

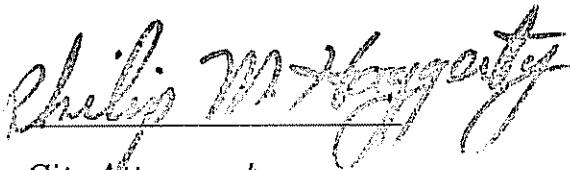
A handwritten signature in cursive script, appearing to read "Charles L. Miller", written over a horizontal line.


CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 4<sup>th</sup> day of April, 1990.

A handwritten signature in dark ink, appearing to read "Philip M. Haggerty", written over a horizontal line.

ACTING City Attorney 

1991 JUN -4 AM 10:02 W

6-12

GREEN -- CITY CLERK  
 WHITE -- CITY ATTORNEY  
 BLUE -- CITY MANAGER  
 PINK -- ACCOUNTS NOTIFICATION  
 CANARY -- DEPARTMENT NOTIFICATION  
 BUFF -- DEPARTMENT FILE COPY

CITY CLERK DEPT. CITY OF PHOENIX, ARIZONA

## REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1908.

1. To the City Manager:

DATE May 10, 1991

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☒ ORDINANCE ☒ RESOLUTION ☐ FORMAL ACTION

INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR WATER MAINS AND SEWERS ADJUSTMENTS FOR THE I-10 FREEWAY AND 40TH STREET TRAFFIC INTERCHANGE

DISTRICT NO: 8 - Request to authorize the City Manager to enter into an Intergovernmental Agreement with the State of Arizona through the Arizona Department of Transportation (ADOT) to provide for adjustment of water mains and sewers as part of the freeway improvement project at the I-10 Freeway and 40th Street traffic interchange:

Water mains of 6 inch and 12 inch and a 15 inch sanitary sewer crossing the I-10 Freeway at approximately 40th Street are in conflict with proposed drainage pipes that are being installed for the freeway! The water mains will be vertically adjusted to clear the drainage pipes! The sanitary sewer will be encased in concrete where it crosses in close proximity to a new 36 inch storm drain, and a special manhole structure will be constructed where the sanitary sewer conflicts with a new 54 inch storm drain!

Since the water mains and sewers cross under the I-10 Freeway by permits to ADOT, the City is responsible for the adjustments! ADOT will include the design and construction of the water mains and sewers in their project! The City will reimburse ADOT for the design and construction costs estimated at \$43,207!

Financial Impact:

	W-910414/	S-905570	
Design Costs	\$ 3,692	\$ 2,093	
Construction Costs	21,786	10,000	
15 Percent for ADOT Engineering and Administration Costs	3,822	1,814	
<b>Total Estimated Costs</b>	<b>\$29,300</b>	<b>\$13,907</b>	<b>\$43,207</b>

Funds are available from 1988 Water Bonds and 1988 Wastewater Bonds!

2 Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Bond submitted by low bidder? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		4 Performance Bond (Surety) Required? \$ N/A	
6. SOURCE OF FUNDS: 1988 Water Bonds-\$29,300 & 1988 Wastewater Bonds-\$13,907				12 Recommended by: Water & Wastewater D Department/ Function: Planning & Engineering	
W 9 1 0 4 1 4 4 7 0 2 S 9 0 5 5 7 0 4 7 0 2		SUBJECT PROJECT		Division Head Signature: Daniel C. Raby, P.E.	
\$ 43,207		<input checked="" type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY		Department Head Signature: Michael G. Gattuso, P.E., Dir.	
8 Emergency Clause? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		7 Requested by: G# Arakaki x1-8229 Phone #		13 Approved as to availability of funds:	
IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		8 WP Document #: 0591RCA4		MANAGEMENT & BUDGET DIRECTOR	
		9 Desired Agenda Date: May 22, 1991 6/12/91		14 Approved: George W. Britton, Deputy City Manager	
10. Formal contract required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous contract # None		11 Requestion #: SLB:DCR:GA:dk:cap			
15. Council action taken:					
Formal action:		RESOLUTION NO		ORDINANCE NO 5-20223 DATE 6/12 1991	
		CONTRACT NO #59337		(4708) F-2766/6105 CITY CLERK'S FILE NO.	



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert E. Corbin  
XXXXXXXXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR'90-2281TRD , an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19<sup>th</sup> day of August, 1991.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, which appears to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section